

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

<b>IN RE:</b>	§	
	§	<b>CASE NO. 23-41386</b>
<b>SIDHARTHA MUKHERJEE</b>	§	
<b>dba Sri Laxmi Global Investment</b>	§	<b>CHAPTER 7</b>
<b>SUNITA MUKHERJEE</b>	§	
<b>dba Dallas Creative Remodelers</b>	§	
<b>DEBTOR(S)</b>	§	
	§	
<b>TOYOTA MOTOR CREDIT CORPORATION</b>	§	
<b>MOVANT</b>	§	
<b>VS</b>	§	
<b>SIDHARTHA MUKHERJEE</b>	§	
<b>dba Sri Laxmi Global Investment</b>	§	
<b>SUNITA MUKHERJEE</b>		
<b>dba Dallas Creative Remodelers</b>		
<b>AND LINDA S. PAYNE, TRUSTEE</b>		
<b>RESPONDENTS</b>		

**MOTION FOR RELIEF FROM AUTOMATIC STAY OF ACT AGAINST COLLATERAL  
AND WAIVER OF THIRTY-DAY HEARING REQUIREMENT**

## NOTICE

**NO HEARING WILL BE CONDUCTED ON THIS MOTION UNLESS A WRITTEN OBJECTION IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AND SERVED UPON THE PARTY FILING THIS PLEADING WITHIN FOURTEEN (14) DAYS FROM DATE OF SERVICE UNLESS THE COURT SHORTENS OR EXTENDS THE TIME FOR FILING SUCH OBJECTION. IF NO OBJECTION IS TIMELY SERVED AND FILED, THIS PLEADING SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT. IF A RESPONSE IS FILED AND SERVED IN A TIMELY MANNER, THE COURT WILL THEREAFTER SET A HEARING. IF YOU FAIL TO APPEAR AT THE HEARING, YOUR OBJECTION MAY BE STRICKEN. THE COURT RESERVES THE RIGHT TO SET A HEARING ON ANY MATTER**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now Toyota Motor Credit Corporation (hereinafter referred to as "Movant"), its successors and/or assigns, a secured creditor in the above-entitled and numbered case, by and through its attorneys, to file this its Motion for Relief from Automatic Stay of Act against the Collateral ("Motion") against: Sidhartha Mukherjee and Sunita Mukherjee, Debtor(s) and Linda S. Payne, duly appointed Chapter 7 Trustee, hereinafter referred to respectively as "Debtor(s)" and "Trustee". In support thereof, Movant would respectfully represent to the Court as follows:

1. On July 31, 2023, Debtor(s) filed a voluntary petition under Chapter 7 of the Bankruptcy Code. Subsequently, Linda S. Payne was appointed Trustee in this Chapter 7 case, qualified and is duly acting in such capacity.

2. This Court has jurisdiction of this Motion by virtue of 11 USC §§105, 361 and 362 and 28 USC §§1334 and 157.

3. Movant is the holder of a Retail Installment Contract and Security Agreement, Loan Number 3797, (the "Agreement"), signed by Sidhartha Mukherjee. Movant is secured under the Agreement by a properly perfected security interest in a 2021 TOYOTA TACOMA, VIN: 3TYEZ5CN9MT006547 (the "Collateral"). A true and correct copy of the Agreement, as well as the documents evidencing the security interest of Movant in the Collateral, are attached hereto as Exhibits "A" and "B".

4. By virtue of the Agreement, Movant is the holder of a secured claim against the Debtor.

5. Movant alleges that the automatic stay should be lifted for cause in that it lacks adequate protection of its interest in the Collateral as evidenced by the following:

a. Debtor(s) are in default on their obligations to Movant in that Debtor(s) have failed to make installment payments when due and owing pursuant to the terms of the Agreement.

b. As of December 05, 2023, the total indebtedness was \$42,154.14

Debtor(s) are in default on 7 contractual payments totaling \$6,594.48:

05/23/2023 to 05/23/2023 (1) at \$898.62 each =	\$898.62
06/23/2023 to 07/23/2023 (2) at \$949.31 each =	\$1,898.62
08/23/2023 to 11/23/2023 (4) at \$949.31 each =	\$3,797.24

The amount of current monthly installment payment is \$949.31

c. Debtor(s) are unable to demonstrate that the Collateral is adequately insured post-petition.

6. According to the publication commonly relied upon by banks, insurance companies, government agencies, and dealers in determining the value of collateral, the present retail market value of the Collateral is \$40,100.00.

7. The Debtor(s) has no equity in the Collateral.

8. Movant has had to retain counsel to represent it before this Court and is incurring attorneys' fees and court costs for which it is entitled to reimbursement under the terms of the Agreement.

9. For the above and foregoing reasons, Movant asserts cause exists sufficient to waive the requirement of Bankruptcy Rule 4001(a)(3), therefore allowing Order to be effective upon this Honorable Court's signature.

WHEREFORE, PREMISES CONSIDERED, Movant prays that, upon hearing of this Motion, said automatic stay be terminated as to the claim of Movant, its successors and/or assigns, to permit Movant, its successors and/or assigns, to seek its statutory and other available remedies; that Movant, its successors and/or assigns, be permitted to obtain possession of the Collateral to the exclusion of Debtor(s); alternatively, Movant, its successors and/or assigns, be afforded adequate protection by including, but not limited to, having all payments presently due in this proceeding to Movant being brought current; and that Movant be granted such other and further relief, at law and in equity, as is just.

Respectfully submitted,  
Bonial & Associates, P.C.

/s/ Chandra D. Pryor  
Hilary B. Bonial / TXBN 24054367  
Chandra D. Pryor / CABN 320903  
Attorneys and Counselors  
14841 Dallas Parkway, Suite 350  
Dallas, Texas 75254  
(972) 643-6600  
(972) 643-6698 (Telecopier)  
E-mail: BkcyAttorneys@BonialPC.com  
Attorney for Toyota Motor Credit Corporation

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been served upon the following parties in interest either via pre-paid regular U.S. Mail or via electronic notification on or before the 6th day of December 2023:

Debtor *Via U.S. Mail*  
Sidhartha Mukherjee  
3905 Kite Meadow Drive  
Plano, TX 75074

Debtor *Via U.S. Mail*  
Sunita Mukherjee  
3905 Kite Meadow Drive  
Plano, TX 75074

Debtor's Attorney  
Christopher Lee  
Lee Law Firm, PLLC  
8701 W. Bedford Eules Rd. Suite 510  
Hurst, TX 76053

Chapter 7 Trustee  
Linda S. Payne  
11700 Preston Road, Suite 660-667  
Dallas, Texas 75230

US Trustee  
Office of the U.S.Trustee  
110 North College Avenue, Suite 300  
Tyler, Texas 75702

Ally Capital, c/o AIS Portfolio Services, LLC  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118

Joyce W. Lindauer  
Joyce Lindauer, Attorney  
1412 Main Street Suite 500  
Dallas, TX 75202

Emily M. Hahn  
Abernathy Roeder Boyd & Hullett P.C.  
1700 Redbud Blvd. Ste. 300  
McKinney, TX 75069

Howard Marc Spector  
Spector & Cox, PLLC  
12770 Coit Rd Suite 850  
Dallas, TX 75251

Stephen Wilcox  
Wilcox Law, PLLC  
P.O. Box 201849  
Arlington, TX 76006

Linda Reece  
Perdue Brandon Fielder Collins & Mott LLP  
1919 S. Shiloh Road  
Suite 640, LB 40  
Garland, TX 75042

Truist Bank  
Attn: Support Services  
P.O. Box 85092  
Richmond, VA 23286

23-41386

/s/ Chandra D. Pryor

Hilary B. Bonial  
Chandra D. Pryor